



महाराष्ट्र शासन राजपत्र

भाग दोन-संकीर्ण सूचना व जाहिराती

वर्ष २, अंक १७]

गुरुवार ते बुधवार, एप्रिल २८-मे ४, २०१६/वैशाख ८-१४, शके १९३८

[पृष्ठ ३२ किंमत : रुपये १५.००

प्राधिकृत प्रकाशन

संकीर्ण सूचना व जाहिराती

झोपडपट्टी पुनर्वसन प्राधिकरण

अधिसूचना

क्रमांक झोपुप्रा/उजि/पू.उ./३क/जाहीर सूचना/पी. जी. नगर/२०१६/९६

ज्याअर्थी, महाराष्ट्र झोपडपट्टी (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम, १९७१ चे कलम ३ब च्या पोट-कलम (३) अनुसार झोपडपट्टी पुनर्वसन प्राधिकरणाने झोपडपट्टी पुनर्वसन योजना तयार करून दिनांक ९ एप्रिल १९९८ रोजी राजपत्रात प्रसिद्ध केली आहे ;

ज्याअर्थी, महाराष्ट्र झोपडपट्टी (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम, १९७१ चे कलम ३ (क) उप-कलम (१) अनुसार “झोपडपट्टी पुनर्वसन क्षेत्र” घोषित करण्याचे अधिकार मुख्य कार्यकारी अधिकारी यांना आहेत.

त्याअर्थी, उक्त कलम ३ (क) चे उप-कलम (१) मधील शक्तीचा वापर करून मी, खालीलप्रमाणे अनुसूचीमध्ये दर्शविलेले क्षेत्र “झोपडपट्टी पुनर्वसन क्षेत्र” म्हणून याद्वारे घोषित करीत आहे. सदरचे क्षेत्र बृहन्मुंबई विकास नियंत्रण नियमावली, १९९१ चे नियम ३३(१०) अन्वये झोपडपट्टी पुनर्वसन योजना दाखल करण्यास पात्र आहे.

अनुसूची

अ. क्र.	गाव व न.भू.क्र.	मिळकत पत्रिकेनुसार क्षेत्र (चौ.मी.)	“झोपडपट्टी पुनर्वसन क्षेत्र” म्हणून जाहीर केलेले क्षेत्र (चौ.मी.)	चतुःसीमा			
				पूर्व न.भू.क्र.	पश्चिम न.भू.क्र.	उत्तर न.भू.क्र.	दक्षिण न.भू.क्र.
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)
१	मोजे ता. वाढवली, कुर्ला न.भू.क्र. २७१अ	११०५१.००	३८०.००	२७१अ(पै.)	२७१अ	नाला	रस्ता व न.भू.क्र. २७४अ.

प्रशासकीय इमारत, प्रा. अनंत काणेकर मार्ग,
बांद्रा (पूर्व), मुंबई ४०००५१.
मुंबई, दिनांक १२ एप्रिल २०१६.

असीम गुप्ता,
मुख्य कार्यकारी अधिकारी,
झोपडपट्टी पुनर्वसन प्राधिकरण.

SLUM REHABILITATION AUTHORITY

NOTIFICATION

No. SRA/ Dy. Coll./E.S./3C/P. G. Nagar/2016/96

Whereas, the Slum Rehabilitation Authority has formed Slum Rehabilitation Scheme under the provision of section 3B (3) of Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 and published in *Gazette* on 9th April 1998;

Whereas, in view of the provision of Section 3C (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 the Chief Executive Officer, Slum Rehabilitation Authority is empowered to declare any area as "Slum Rehabilitation Area".

Therefore in view of the said provision of section 3C (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971. I, under signed, is hereby declare the area shown in schedule as "Slum Rehabilitation Area". Now the said area is open to submit scheme of slum rehabilitation as per regulation 33(10) of Development Control Regulation, 1991 of Greater Mumbai.

Schedule

S. N.	Village & C.T.S. No.	Area as per Property Card (Sq.mtr.)	Area declared as "Slum Rehabilitation Area" (Sq. mtr.)	Boundaries			
				East CTS No. (5)	West CTS No. (6)	North CTS No. (7)	South CTS No. (8)
(1)	(2)	(3)	(4)				
1	Village Vadhawali, Taluka Kurla C.T.S. No. 271A	11051.00	380.00	271/A(pt)	274A	Nala	Road and CTS No. 274A

Administrative Building,
Prof. Anant Kanekar Marg,
Bandra (E), Mumbai 400051.
Dated 12th April 2016.

ASEEM GUPTA,
Chief Executive Officer,
Slum Rehabilitation Authority.

झोपडपट्टी पुनर्वसन प्राधिकरण

अधिसूचना

झोपुप्रा/उजि/३क/श्री गणेश नगर/२०१६/५१५

ज्याअर्थी, महाराष्ट्र झोपडपट्टी (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम, १९७१ चे कलम ३ब च्या पोट-कलम (३) अनुसार झोपडपट्टी पुनर्वसन प्राधिकरणाने झोपडपट्टी पुनर्वसन योजना तयार करून दिनांक ९ एप्रिल १९९८ रोजी राजपत्रात प्रसिद्ध केली आहे.

ज्याअर्थी, महाराष्ट्र झोपडपट्टी (सुधारणा, निर्मूलन आणि पुनर्विकास) अधिनियम, १९७१ चे कलम ३ (क) उप कलम (१) अनुसार “झोपडपट्टी पुनर्वसन क्षेत्र” घोषित करण्याचे अधिकार मुख्य कार्यकारी अधिकारी यांना आहेत.

त्याअर्थी, उक्त कलम ३ (क) चे उप कलम (१) मधील शक्तीचा वापर करून मी, खालीलप्रमाणे अनुसूचीमध्ये दर्शविलेले क्षेत्र “झोपडपट्टी पुनर्वसन क्षेत्र” म्हणून याद्वारे घोषित करीत आहे. सदरचे क्षेत्र बृहन्मुंबई विकास नियंत्रण नियमावली, १९९१ चे नियम ३३(१०) अन्वये झोपडपट्टी पुनर्वसन योजना दाखल करण्यास पात्र आहे.

अनुसूची

अ. क्र.	गाव व न.भू.क्र.	मिळकत पत्रिकेनुसार क्षेत्र (चौ.मी.)	“झोपडपट्टी पुनर्वसन क्षेत्र” म्हणून जाहीर केलेले क्षेत्र (चौ.मी.)	चतुःसीमा			
				पूर्व	पश्चिम	उत्तर	दक्षिण
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)
१	मौजे-दहिसर, ता- बोरीवली न.भू.क्र. २६७९	९२०.७	९२०.७	न.भू.क्र. २६७८	पश्चिम द्रुतगती महामार्ग	न.भू.क्र. २६८०	न.भू.क्र. २६७७, २६७८
२	२६८०	७९४.००	७९४.००	न.भू.क्र. २६८४, २६७८	पश्चिम द्रुतगती महामार्ग	न.भू.क्र. २६८१	न.भू.क्र. २६७९
३	२७१६	६६४.८	६६४.८	न.भू.क्र. २७१०	न.भू.क्र. २६८२ ब	न.भू.क्र. २७१५	न.भू.क्र. २७१७
४	२७१७	५०३४.९	५०३४.९	न.भू.क्र. २७०४, २७०९, २७०३	न.भू.क्र. २६८३	न.भू.क्र. २७१६, २७१०	न.भू.क्र. २७८८, २७८९
५	२७१८	९८७.२	९८७.२	न.भू.क्र. २६८२ ब, २६८२क	पश्चिम द्रुतगती महामार्ग	न.भू.क्र. २७१९	न.भू.क्र. २६८१
६	२७१९	१३७.७	१३७.७	न.भू.क्र. २६८२ ब	पश्चिम द्रुतगती महामार्ग	पश्चिम द्रुतगती महामार्ग	न.भू.क्र. २७१८
एकूण क्षेत्र . .				८५३९.३	न.भू.क्र. २६८२ब		

प्रशासकीय इमारत, प्रा. अनंत काणेकर मार्ग,
बांद्रा (पूर्व), मुंबई ४०० ०५१.
दिनांक १२ एप्रिल २०१६.

असीम गुप्ता,
मुख्य कार्यकारी अधिकारी,
झोपडपट्टी पुनर्वसन प्राधिकरण.

SLUM REHABILITATION AUTHORITY

NOTIFICATION

No. SRA/ DY.COLL/3C/SHRI GANESH NAGAR/2016/515

Whereas, the Slum Rehabilitation Authority has formed Slum Rehabilitation Scheme under the provision of section 3B (3) of Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 and published in *Gazette* on 9th April 1998 ;

Whereas, in view of the provision of Section 3C (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 the Chief Executive Officer, Slum Rehabilitation Authority is empowered to declare any area as "Slum Rehabilitation Area".

Therefore, in view of the said provision of section 3C (1) of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971. I, undersigned is hereby declare the area shown in schedule as "Slum Rehabilitation Area". Now the said area is open to submit scheme of slum rehabilitation as per regulation 33(10) of Development Control Regulation, 1991 of Greater Mumbai.

Schedule

S. No.	Village and C.T.S. No.	Area as per Property Card (Sq.mtr.)	Area declared as "Slum Rehabilitation Area" (Sq. mtr.)	Boundaries			
				East (5)	West (6)	North (7)	South (8)
1	Village- Dahisar, Taluka- Borivali 2679	920.7	920.7	C.T.S. 2678	Western Express Highway	C.T.S. 2680	C.T.S. 2677, 2678
2	2680	794.00	794.00	C.T.S. 2684, 2678	Western Express Highway	C.T.S. 2681	C.T.S. 2679
3	2716	664.8	664.8	C.T.S. 2710	C.T.S. 2682 B	C.T.S. 2715	C.T.S. 2717
4	2717	5034.9	5034.9	C.T.S. 2704, 2709, 2703	C.T.S. 2683	C.T.S. 2716, 2710	C.T.S. 2788, 2789
5	2718	987.2	987.2	C.T.S. 2682 B, 2682 C	Western Express Highway	C.T.S. 2719	C.T.S. 2681
6	2719	137.7	137.7	C.T.S. 2682 B	Western Express Highway	Western Express Highway C.T.S. 2682 B	C.T.S. 2718
Total Area ..			8539.3				

Administrative Building,
Prof. Anant Kanekar Marg,
Bandra (E), Mumbai 400 051.
Dated 12th April 2016.

ASEEM GUPTA,
Chief Executive Officer,
Slum Rehabilitation Authority.

Serial No. 13

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION No. 83 OF 2015

In the matter of Sections 433, 434 & 439 of the
companies act,1956

AND

In the matter of winding up of FINE DIAMOND
LIMITED,

AND

A company incorporated and registered under the
provisions of the Companies Act,1956 and having
its registered office at 217, Panchratna Mama
Premanand Marg, Opera House, Mumbai - 400004
and having CIN NO.[U3691MH1998PLC115838]

HIRACHAND P GULECHA HUF,
Sole Proprietor of M/s Hira Traders
Having address at:
74/A, Zaveri Bazar, 1st Floor, Shop No. 2,
Mumbai 400 002.

... *Petitioner*

Advertisement of Petition

A Petition for winding up of the abovenamed company was presented on 20/12/2014 by the
Petitioners abovenamed, Creditors of the company and the said Petition was admitted on April
6, 2015 and the same is now fixed for hearing before the company Judge on 28th June, 2016 at
11.00 a.m., in the forenoon or soon thereafter.

Any person(s)/Creditor or contributory desirous of supporting or opposing the said Petition,
should send to the Petitioner or his Advocate at his Office address mention hereunder a notice of
his intention signed by him or his Advocate with full name and address, So as to reach the Petitioner
or his Advocate mentioned hereunder not later than Five days before the date fixed for hearing
of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any creditor or
contributory on payment of the prescribed charges for the same.

Any affidavit intended to be used in opposition and/or in support to the Petition, should be
filed in Court and a copy thereof served on the Petitioner's Advocate, note less than Five days
before the date fixed for hearing.

Dated this 18th day of April, 2016

M/S. GANESH & CO,
Advocates for Petitioner.

71/C "Sundar" Bldg., 2nd Floor,
Room No. 23 & 24, above Indian Bank,
Opp Vaishali Hotel, N.G. Acharya Marg,
Chembur 400 071.

Serial No. 14**TRENT LIMITED**

Registered Office : Bombay House, 24, Homi Mody Street, Mumbai 400 001

Notice

Notice is hereby given that the certificates for the under mentioned Securities of the Company have been lost/misplaced and the holders of the said securities/applicants have applied to the Company to issue duplicate certificates.

Any person who has a claim in respect of the said securities should lodge such claim with the company at its Registered office within 15 days from this date, else the Company will proceed to issue duplicate certificates without further intimation.

Name of the Holders (1)	Kind of Securities and Face Value (2)	No. of Securities (3)	Distinctive Nos. (4)
Bharatrai Kumudchandra Lahewala & Nirja Bharatrai Lahewala	Equity Shares of Rs. 10 each.	361	2168982—9021 4662880—2959 7268058—8298

Surat,

BHARATRAI KUMUDCHANDRA LAHEWALA &
NIRJA BHARATRAI LAHEWALA.

Date : 1st April 2016.

Serial No. 15**NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED**

Subject to SEBI's approval, it is proposed to make the following amendments in the Bye Laws of National Commodity & Derivatives Exchange Limited (Deemed Stock Exchange). The proposed amendments are published under section 11 of erstwhile Forward Contracts (Regulation) Act, 1952 read with Rule 18 of Securities Contracts (Regulation) Rules, 1957 for information/public comments/criticism. Any person having any comments/observations on the proposed amendments to the Bye Laws may send the same to the Compliance Department at National Commodity & Derivatives Exchange Limited, Akruti Corporate Park, 1st Floor, Near G.E.Garden, LBS Marg, Kanjurmarg (West), Mumbai 400 078 or through e-mail to gazette@ncdex.com within fifteen days from the date of this publication. The observation received after the said fifteenth day will not be considered. The draft will be taken into consideration immediately after expiry of fifteen days.

PROPOSED AMENDMENT TO THE BYE LAWS OF THE NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Amendment in the National Commodity & Derivatives Exchange Bye Laws, 2003 upon the Exchange being deemed to be a stock exchange pursuant to Section 131 of the Finance Act, 2015 and notification F.No. 1/9/SM/2015 issued by Government of India.

1. Short title and commencement

(1) This amendment shall be called NCDEX Bye Laws (Amendment), 2016.

(2) It shall come into force with effect from the date of notification in Gazette of India.

2. In the National Commodity & Derivatives Exchange Bye Laws, 2003 (hereinafter referred to as "Bye Laws"), Bye Law 1A (Part A) shall be amended as under:

(1) The definition of Clearing Member in Bye Law 1A (7), Part A shall be substituted by the following definition:

"(7) "Clearing Member" means a person having clearing and settlement rights in the Clearing House and shall include all categories of Clearing Members as may be admitted by the Clearing House and includes Trading Member when such Trading Member is performing the functions of Clearing Member."

(2) The definition of Commodities in Bye Law 1A (12), Part A shall be substituted by the following definition:

"(12) "Commodities" or "goods" mean the meaning assigned to it in section 2 (bb) of SCRA."

(3) A new definition of "Commodity Derivative" shall be inserted as Bye Law 1A (12A) after the definition of 'Commodities' in Bye Law 1A (12) as under:

"(12A) "Commodity Derivative" shall have the meaning as assigned to it in section 2 (bc) of SCRA."

(4) The definition of Contract in Bye Law 1A (13), Part A shall be substituted by the following definition:

"(13) "Contract" means a ready delivery contract, forward contract, futures contract or any derivatives contract relating to buying and selling commodities admitted to dealing by the Exchange and includes Commodity Derivative."

(5) The definition of "Exchange" in the Bye Law 1A (18), Part A, shall be substituted by the following definition:

"(18) "Exchange" or "Stock Exchange" or "Commodity Derivatives Exchange" means the stock exchange operated by NCDEX."

(6) New definitions shall be inserted in Bye Law 1A, Part A, after Bye Law 1A (34) as under:

"(34A) "SCRA" means Securities Contracts (Regulation) Act, 1956 and amendments thereto."

"(34B) "SCRR" means Securities Contracts (Regulation) Rules, 1957 and amendments thereto."

"(34C) "SEBI" means Securities and Exchange Board of India constituted under SEBI Act, 1992."

"(34D) "SEBI Act" means the Securities and Exchange Board of India Act, 1992 and amendments thereto."

"(34E) "Stock Broker Regulations" means SEBI (Stock Brokers and Sub-Brokers) Regulations, 1992 and amendments thereto."

"(34F) "SECC Regulations" means Securities Contracts (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2012 and amendments thereto."

"(34G) "Securities Laws" means SCRA, SCRR, SEBI Act, SEBI, Stock Broker Regulations, SECC Regulations and shall include:

i. All regulations existing or new issued or prescribed by SEBI and made applicable to the Commodity Derivatives market; and

ii. All circulars and directives issued or that may be issued and made applicable by SEBI to the Commodity Derivatives market; and

iii. All circulars and directives issued by SEBI and notified by the Exchange through a circular."

(7) New definitions shall be inserted after Bye Law 1A (37), Part A, as under:

“(37A) “Self-Clearing Member” means the self-clearing member as defined in Regulations 2 (1) (fa) of the Stock Broker Regulations.”

“(37B) “Stock Broker” means the Stock Broker as defined in Regulation 2 (1) (gb) of the Stock Broker Regulations.”

(8) The definition of ‘Trading Member’ in Bye Law 1A (39), Part A, shall be substituted by the following definition:

“(39) “Trading Member” or “Stock Broker” means a broker and the member of NCDEX registered in accordance with the Bye Laws of NCDEX but does not denote the shareholder of the Exchange or the Clearing House of the Exchange or the Clearing Corporation and includes Stock Broker and Self-Clearing Member while performing a function of trading on the Exchange.”

3. The term or the words “Forward Market Commission” or “Forward Markets Commission” or “Commission” or “FMC” as appearing in the following Bye Laws (except definitions) shall stand substituted by “SEBI”:

Part A: Bye Law 4.1, Bye Law 6A.4.1(g), Bye Law 6A.4.3(b), Bye Law 6A.5.6, Bye Law 6A.6.4, Bye Law 6A.7.12, Bye Law 6A.7.14, Bye Law 6A.8.1(g) and Bye Law 6.7(2)

Part B: Bye Law 9.2(b), Bye Law 9.3(a), Bye Law 9.6, Bye Law 9.8, Bye Law 9.11, Bye Law 9.12, Bye Law 9.21 and Bye Law 9.29.

4. The term ‘Forward Contracts (Regulation) Act, 1952’ or ‘Forward Contracts (Regulations) Act, 1952’ or ‘FCR Act’ as appearing in the following Bye Laws (except definitions) shall stand substituted by ‘Securities Laws’

Part A: Bye Law 4.1, Bye Law 5.1, Bye Law 6A, Bye Law 8.2, Bye Law 12

5. A new clause shall be inserted after Bye Law 5.2(9), Part A, as under:

“10. “Trading members shall,

a. with respect to any trading software permitted by the Exchange for use by them, obtain necessary clearance after testing of such Software in the manner required by the Exchange; and

b. execute and submit necessary documents and undertakings as may be required from time to time; and

c. in the event of any malfunction of software used by them, be liable to pay such penalty, as may be stipulated by the Exchange.”

6. A new sub clause (1) shall be inserted in Bye Law 8.2, Part A, as under:

“1. “The Exchange may make arrangement for Disaster Recovery Site (DRS) and/or Near Site (NS) as a part of its Business Continuity Plan and Disaster Recovery management plan.”

The existing sub clauses (1), (2) and (3) shall stand renumbered as sub clauses (2), (3) and (4) of the said clause 8.2.

7. Bye Law 11, Part A, shall be substituted as under:

“11. INVESTOR GRIEVANCE REDRESSAL & ARBITRATION

11.1 DEFINITIONS

For the purposes of this Bye Law 11, the following definitions shall apply in addition to Bye Law 1A

1. ‘Arbitrator’ shall mean a sole arbitrator or a panel of arbitrators.

2. 'Act' shall mean the Arbitration and Conciliation Act, 1996 and includes any statutory modification, replacement or re-enactment thereof, for the time being in force.

3. 'Admissible claim value' shall mean the claim value admissible to the Constituent as ascertained by the Investor Grievance Redressal Committee or Panel and recorded in the directions or Order.

4. 'Award' for the purposes of these bye-laws shall mean (i) the Decision of sole/panel of arbitrators at the first instance; or (ii) the Decision of the panel of arbitrators in appeal; as the case may be.

5. 'Appellate Arbitral Tribunal' shall mean an Arbitrator or panel of Arbitrators as the case may be identified for the purpose of hearing reference in appeal against a decision of an Arbitrator/Panel of Arbitrator.

6. 'Decision' shall mean the findings of the sole/panel of arbitrators in an arbitration reference by a party who is not satisfied with the Order of IGRP.

7. 'Investor Grievance Redressal Committee' shall mean a Committee consisting of Independent persons, identified for the purpose of addressing Investor Grievances of the participants trading on the Exchange platform.

8. 'Investor Service Cell' means the department of the Exchange which facilitates resolution of complaints of investors against the Member of the Exchange and also renders administrative assistance to arbitration proceedings in respect of arbitration cases that are admitted for Arbitration under the Exchange's Arbitration Framework.

9. 'Order' shall mean the Order of the Investor Grievance Redressal Committee of the Exchange (IGRC).

11.1A REFERENCE TO IGRC

The Exchange may set up Investor Service Centers (ISC)/Investor Grievances Cell (IGC) for the benefit of the public/investors. Investors whose complaint(s) are not redressed within the stipulated period by IGC of the Exchange, may avail conciliation process of IGRC of the Exchange.

11.2 REFERENCE TO ARBITRATION

1. All claims, differences or disputes between the Trading Members inter-se and between Trading Members and Constituents and Clearing Members inter-se and Clearing Members and constituents and between Clearing Members and Trading Members arising out of or in relation to dealings, contracts and transactions executed or reported on the Exchange and made subject to and in accordance with the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be submitted to arbitration in accordance with the provisions of these Bye-laws, Rules and Regulations :

Provided however that the Relevant Authority may satisfy itself that the above referred claims, differences or disputes arise out of or in relation to dealings, contracts and transactions executed/reported on the Exchange and are in accordance with and subject to the Bye-laws, Rules and Regulations of the Exchange and are referable to Arbitration.

The Exchange may facilitate arbitration for such disputes including for references filed by Trading/Clearing Member against the directions or order of the IGRC.

2. The provisions of clause (1) above shall become applicable to all claims, differences, disputes between the parties mentioned therein for all dealings, contracts and transactions made subject to and in accordance with the Bye-laws, Rules and Regulations of the Exchange provided such dealings, contracts and transactions had been entered into between the parties mentioned therein prior or to the date on which the Trading Member and/or Clearing Member was either declared a defaulter or expelled or has surrendered his trading membership.

11.3 PROVISIONS OF THESE BYE LAWS, RULES AND REGULATIONS DEEMED TO FORM PART OF ALL DEALINGS, CONTRACTS AND TRANSACTIONS

In all dealings, contracts and transactions, which are made or deemed to be made subject to the Bye-laws, Rules and Regulations of the Exchange, the provisions relating to arbitration as provided in these Bye-laws, Rules and Regulations shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in clause (1) above shall be submitted to arbitration as per the provisions of these Bye-Laws, Rules and Regulations.

11.4 LIMITATION PERIOD FOR REFERENCE OF CLAIMS, DIFFERENCES OR DISPUTES FOR ARBITRATION

All claims, differences or disputes referred to in clause (1) above shall be submitted to arbitration within three years from the date on which the claim, difference or dispute arose or shall be deemed to have arisen. The time taken in conciliation proceedings, if any, initiated and conducted as per the provisions of the Act and the time taken by the Relevant Authority to administratively resolve the claim, differences or disputes shall be excluded for the purpose of determining the period of three (03) years.

11.5 POWER OF THE RELEVANT AUTHORITY TO PRESCRIBE REGULATIONS

The Relevant Authority may, from time to time prescribe Regulations for the following:

1. The procedure to be followed in IGRC mechanism, in arbitration and appeal proceedings (arbitral proceedings). In particular, and without prejudice to the generality of the foregoing power, such procedure may, *inter alia*, provide for the following:

- (a) the forms to be used;
- (b) the fees to be paid;
- (c) the mode, manner and time period for submission of all pleadings by both the parties;
- (d) matters relating to requests from the parties for amending or supplementing the pleadings; and
- (e) the consequences upon failure to submit such pleadings by the parties.

2. The procedure to be followed by the arbitrator in conducting the arbitral proceedings. In particular, and without prejudice to the generality of the foregoing power, such procedure may, *inter alia*, provide for :

- (a) adjournment of hearings ; and
- (b) terms and conditions subject to which the arbitrator may appoint experts to report on specific issues and the procedure to be followed in arbitral proceedings upon such an appointment.

3. Different set of arbitration procedures for different claims, differences or disputes after taking into consideration such circumstances and facts as the Relevant Authority may deem fit, which circumstances and facts may include the value of the subject matter and the persons who are involved as parties to such claims, differences or disputes.

4. Creation of seats of arbitration/appellate arbitration for different regions or prescribing geographical locations for conducting arbitration and prescribing the courts which shall have jurisdiction for the purpose of the Act.

5. The claims, differences or disputes which may be referred to a sole arbitrator and the claims, differences or disputes which may be referred to a panel of arbitrators.

6. The procedure for selection of persons eligible to act as arbitrators.

7. The procedure for appointment of arbitrator.
8. The terms, conditions and qualifications subject to which any arbitrator may be appointed.
9. Determination of the number of arbitrators in the case of a panel of arbitrators, subject to the condition that where any claim, difference or dispute is heard and determined by Panel of Arbitrators, the number of arbitrators of such a panel shall not be an even number.
10. The time period within which a substitute arbitrator has to be appointed in case the office of the arbitrator falls vacant for any reason whatsoever.
11. The matters to be disclosed by any person who is approached in connection with his possible appointment as an arbitrator.
12. The procedure to be adopted by the parties for challenging an arbitrator.
13. The claims, differences or disputes which, may be decided by the arbitrator without a hearing unless either party in writing requests the Relevant Authority for a hearing and the time period within which such a request shall be made.
14. The claims, differences or disputes which, may be decided by the arbitrator only by hearing the parties unless both the parties jointly waive the right to such hearing and the time period within which such a waiver shall be made.
15. The place of arbitration for each reference and the places where the arbitrator can meet for consultation, for hearing witnesses, experts, or the parties, or for inspection of documents, goods or other property.
16. The making of the Decision and/or arbitral award including the manner in which a decision is to be taken in the case of panel of arbitrators and the form and contents of the arbitral award.
17. The term arbitral award shall also include an arbitral award on agreed terms. Prescriptions as to the contents of the arbitral award may include provisions for costs and where the arbitral award is for the payment of money, may include interest payable on principal sum due.
18. The amount of deposit or supplementary deposit, as the case may be, as an advance for the costs, which it expects, will be incurred in respect of the claim, difference or dispute. Provided where a counter-claim is submitted to the arbitrator, a separate amount of deposit for the counter-claim may also be prescribed.
19. The administrative assistance, which the Exchange may render in order to facilitate the conduct of arbitral proceedings.
20. All matters regarding the mode and the manner of service of notices and communications by the parties including communication addressed to arbitrator.
21. Any other matter which in the opinion of the Relevant Authority is required to be dealt with in the Regulations to facilitate IGRC, arbitration.
22. The Relevant Authority from time to time may amend, modify, alter, repeal, or add to the provisions of the Regulation.

11.6 DISCLOSURE BY PERSONS TO BE APPOINTED AS IGRC MEMBERS/ ARBITRATORS

Every person who is approached in connection with his possible appointment as an IGRC member/arbitrator shall disclose to the Relevant Authority in writing any circumstances likely to give rise to justifiable doubts as to his independence and impartiality. If the person discloses any circumstances, which in the opinion of the Relevant Authority are likely to give, rise to justifiable doubts as to his independence and impartiality, then he shall not be appointed as an IGRC member/ arbitrator.

11.7 DISCLOSURE BY PERSONS TO BE APPOINTED AS IGRC MEMBERS/ ARBITRATORS

An IGRC member/arbitrator, from the time of his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the Relevant Authority in writing any circumstances referred to in clause (11.6) above which have come to his knowledge after his appointment as an arbitrator.

11.8 TERMINATION OF MANDATE OF THE IGRC MEMBER/ ARBITRATOR

The mandate of the IGRC member/ arbitrator shall terminate if:

- a) The arbitrator withdraws from office for any reason; or
- b) In the opinion of the relevant authority, the IGRC member/ arbitrator becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay including failure to make the arbitral award within the time period prescribed by the relevant authority. Such a decision of the relevant authority shall be final and binding on the parties; or
- c) The mandate of the IGRC member/ arbitrator is terminated by the Relevant Authority upon receipt of written request for the termination of the mandate of the IGRC member/ arbitrator from both the parties to IGRC proceeding/ arbitration; or
- d) The IGRC member/ arbitrator discloses any circumstances referred to in clauses (11.6) and (11.7) which in the opinion of the Relevant Authority are likely to give rise to justifiable doubts as to his independence and impartiality
- e) The IGRC/ arbitral proceedings are terminated as provided for herein.

11.9 SUPPLYING OF VACANCY TO THE OFFICE OF THE IGRC MEMBER/ ARBITRATOR

At any time before the making of the Order/ award should the office of the IGRC Member/ arbitrator fall vacant for any reason whatsoever including any vacancy due to the illness or death of the IGRC Member/arbitrator or termination of the mandate of the IGRC Member/ arbitrator by the Relevant Authority or otherwise, the vacancy shall be supplied by the Relevant Authority by following the same procedure as specified by it for appointment of the IGRC Member/arbitrator.

11.10 CONSIDERATION OF RECORDED PROCEEDINGS AND EVIDENCE

Unless otherwise agreed by parties, any IGRC Member/arbitrator who has been appointed by the Relevant Authority to supply a vacancy to the office of the IGRC Member/arbitrator may repeat any hearings previously held.

11.11 ORDER OR RULING OF PREVIOUS ARBITRATOR NOT INVALID

An order or ruling of the IGRC Member/arbitrator made prior to the termination of his mandate shall not be invalid solely because his mandate has been terminated. Provided that when the termination has been effected pursuant to clause (11.8) (d), the order or ruling of the IGRC Member/ arbitrator made prior to termination of his mandate shall become invalid unless otherwise agreed upon by the parties.

11.12 INTERIM ARBITRAL AWARD AND INTERIM MEASURES ORDERED BY THE ARBITRATOR

The arbitrator may be empowered to make an interim arbitral award as well as to provide interim measures of protection. An arbitrator may require a party to provide appropriate commodity in connection with an interim measure.

11.13 APPEARANCE IN ARBITRAL PROCEEDINGS BY COUNSEL, ATTORNEY OR ADVOCATE

In arbitral proceedings where both the parties are either Trading Members or both Clearing members or one party is a Trading member and the other a Clearing member, the parties shall

not be permitted to appear by counsel, attorney or advocate but where one of the parties is a Constituent, then the Constituent shall be permitted to appear by counsel, attorney or advocate. If the Constituent chooses to appear by counsel, attorney or advocate, then the trading and/or clearing member shall be granted a similar privilege.

11.14 ADJOURNEMENT

Adjournment, if any, shall be granted by the arbitrator only in exceptional cases, for bonafide reasons to be recorded in writing.

11.15 TIME FOR COMPLETION OF IGRC/ARBITRATION

The IGRC shall make the order within such period as may be prescribed by Relevant Authority from time to time.

The arbitrator shall make the arbitral award normally within 3 months from the date of entering upon the reference.

11.16 REQUEST FOR EXTENSION

The time taken to make the award may not be extended beyond 3 times, not exceeding 6 months, by the Managing Director or Relevant Authority on an application by either of the parties or the arbitrator, as the case may be.

11.17 DATE OF ENTERING REFERENCE

For the purposes of these byelaws, the arbitrator shall be deemed to have entered upon a reference on the date on which the arbitrator has held the first hearing.

11.18 ARBITRATION PROCEEDINGS SUBJECT TO THE PROVISIONS OF THE ACT

The arbitration proceedings as provided for by the provisions of these Bye Laws, Rules and Regulations shall be subject to the provisions of the Act to the extent not provided for in these Bye Laws, Rules and Regulations.

11.19 CONSTRUCTION OF REFERENCES

For the purposes of section 2(6) of the Act, in all claims, differences or disputes which are required to be submitted to arbitration as per the provisions of these Bye Laws, Rules and the Regulations, wherever Part 1 of the Act leaves the parties free to determine a certain issue, the parties shall be deemed to have authorised the Relevant Authority to determine that issue.

11.20 ADMINISTRATIVE ASSISTANCE

For the purpose of section 6 of the Act, in all claims, differences or disputes which are required to be submitted to arbitration as per the provisions of these Bye Laws, Rules and Regulations, the parties shall be deemed to have arranged for administrative assistance of the Relevant Authority in order to facilitate the conduct of the arbitral proceedings.

11.21 JURISDICTION

All parties to a reference to arbitration under these Bye Laws, Rules and Regulations and the persons, if any, claiming under them, shall be deemed to have submitted to the exclusive jurisdiction of the courts in Mumbai or any other court as may be prescribed by the Relevant Authority/Regulatory Authority for the purpose of giving effect to the provisions of the Act. The Exchange shall not be construed to be a party to the dealings, contracts and transactions referred to under these Byelaws; and the provisions of this Bye law shall not apply in case of claims, differences or disputes between the Exchange and a Trading/Clearing Member/Constituents and no arbitration shall lie between the Exchange and a Trading Member/Clearing Member/Constituents.

11.22 APPEAL

Any party aggrieved by a Decision of an Arbitrator/Panel of Arbitrators may prefer an appeal to the Appellate Arbitral Tribunal against a Decision of an Arbitrator/Panel of Arbitrators within such time and in such manner as prescribed by the Relevant Authority from time to time.

The Appellate Arbitral Tribunal shall dispose of the appeal by way of issuance of an Award within such period as may be prescribed by Relevant Authority from time to time

The Decision of an Arbitrator/panel of arbitrator shall be the final Award where no appeal has been preferred by any of the parties and the time for preferring an appeal has lapsed.

Where an appeal has been preferred against a Decision, the Award passed by the Appellate Arbitral Tribunal shall be the final Award for the purposes of the Act and the Rules, Bye laws and Regulations of the Exchange.”

8. A new Bye Law 13 shall be inserted after Bye Law 12, Part A as under:

“13 SAVINGS AND CONTINUATION

Notwithstanding anything contained in the National Commodity & Derivatives Exchange Bye Laws, 2003 as amended by NCDEX Bye Laws 2016:

(1) Any provision or part of any provision of the Bye Laws shall, to the extent they are inconsistent with any of the provisions of the Securities Laws, be deemed to be modified by the corresponding provision of Securities Laws and the provisions of the Bye Laws which are not inconsistent with any provision of the Securities Laws, shall continue to be in full force.

(2) Anything done or any action taken or purported to have been done or taken including any inspection, order, penalty, proceeding or notice made, initiated or issued or any confirmation or declaration made or any license, permission, authorization or exemption granted, modified or revoked or any document or instrument executed, or any direction given under the National Commodity & Derivatives Exchange Bye Laws, 2003 till the date of this amendment, shall be continued or enforced by the Exchange or Relevant Authority as if the said Bye Laws have not been amended.

(3) All offences or violations or breach of National Commodity & Derivatives Exchange Bye Laws, 2003 committed and any existing proceedings as on day prior to this amendment, with respect to offences or violations or breach which may have been committed under the National Commodity & Derivatives Exchange Bye Laws, 2003 shall continue to be governed by the provisions of National Commodity & Derivatives Exchange Bye Laws, 2003 as if the same have not been amended.

(4) All directives, guidelines, circulars, procedures and processes issued, recognized or approved by the Forward Markets Commission shall continue to be in force unless amended or substituted by Securities Laws.

(5) All regulations, directives, guidelines, circulars, procedures and processes issued or prescribed under the National Commodity & Derivatives Exchange Bye Laws, 2003 shall continue to be in force unless modified by NCDEX Bye Laws (Amendment), 2016 or by any directive, guidelines, circular, procedures or processes issued by the Exchange or by SEBI under Securities Laws.

(6) In case of any ambiguity or confusion with regard to any of the provisions of these Bye laws, the clarification given by the Exchange shall be final and binding.”

9. Clause 6.1 in Bye Law 6, Part B, shall be substituted as under:

“6.1 “MARGIN FROM CONSTITUENTS

A clearing member shall demand from his constituent the margin he has to provide under the Rules, Bye Laws, Rules and Regulations in respect of the business done by him for such constituent. Margins applicable on client positions have to be compulsorily collected from the clients and reported to the Exchange by the members. A clearing member shall also demand and collect such prescribed margin in cash, securities, fixed deposit receipts, liquid assets or such other forms from his constituent before undertaking to clear their obligations and to stipulate

that the constituent shall pay a margin or furnish additional margin as may be specified by the Clearing House of the Exchange from time to time. The constituent shall when from time to time called upon to do so forthwith pay margins and furnish additional margins as required under the Rules, Bye Laws and Regulations in respect of his obligations and as agreed upon by him with the Clearing Member concerned."

10. Clause 9.3 (b) in Bye Law 9, Part B, shall be substituted as under:

"9.3 (b) "all penalties, except settlement related penalties levied/ collected by the Exchange and transferred to the Fund, from time to time;"

11. Clause 9.8 in Bye Law 9, Part B, shall be substituted as under:

"9.8 Threshold limit for claim:

(a) the Exchange shall be free to fix the suitable compensation limits, in consultation with the Trust. However, the maximum amount of compensation available against a single claim of an investor/Client arising out of default by a member of the Exchange shall be as prescribed by the Exchange subject to directives of SEBI, if any.

(b) the compensation payable shall not be more than actual amount payable to an investor/client subject to a maximum limit as decided by the Exchange or FMC from time to time. The amount will be reduced by any amount or other benefits received or receivable by the investor / client from any source in reduction of the loss and by any amount payable by such investor / client to the defaulter member.

(c) the compensation payable in respect of claims against each defaulter member shall be as prescribed by the Exchange provided however, such amount shall not exceed the maximum amount prescribed by SEBI.

The Exchange shall disseminate the said compensation limit or any change thereof to the public through Press Release and also Circulars issued by the Exchange through its website. However, FMC may review the amount of compensation available against a single claim of a client or against each defaulter member whenever they deem fit.

(d) The Exchange, in consultation with the IPF Trust, shall review and progressively increase the amount of compensation available against a single claim of an investor, at least every three years."

12. Clause 9.10 in Bye Law 9, Part B, shall be substituted as under:

"9.10 Eligible Claims under the Fund:

Subject to the Rules, Bye-laws and Regulations of the Exchange,

(a) the Fund shall be utilized to compensate eligible/legitimate claims of an investor /Client arising out of transaction on the Exchange, in the manner and to the extent as prescribed by the SEBI/relevant authority from time to time in the following circumstances;

(i) Against a member being declared a defaulter,

(ii) Against a member who has preferred an arbitration reference pursuant to an order of IGRC.

(iii) Against a member who has preferred an appeal against a Decision/Award as the case may be.

(iv) Against a member who has made an application under section 34 of the Arbitration and Conciliation Act, 1996.

(v) Toward money that may be spent for the protection of investors.

(vi) If the claim fulfills such other requirements as the Exchange may specify from time to time.

(b) The claims received against the defaulter member during the specified period as notified by the Exchange, shall be eligible for being considered for compensation from the Fund.

(c) If any eligible claims arises within three years from the date of expiry of the specified period, such claims;

(i) shall be considered eligible for compensation from IPF in case where the defaulter member's funds are inadequate. In such cases, IPF Trust shall satisfy itself that such claim could not have been filed during the specified period for reasons beyond the control of the claimant.

(ii) shall not be considered eligible for compensation from IPF in case where the surplus funds of the defaulter member is returned to the defaulter member. The same shall be borne by the Exchange after scrutinizing and satisfying itself that such claims could not be filed during the specified period for reasons beyond the control of the claimant :

Provided that, any claim received after 3 years from the date of expiry of the specified period may be dealt with as a civil dispute."

13. In Clause 9.11 in Bye Law 9, Part B, after sub clause (e), the following sub clause (f) shall be inserted :

"(f) Claims received against a member shall not be considered eligible for compensation from IPF where;

- a. the surplus fund of the defaulter member is returned to the defaulter member and;
- b. the claim has not been filed within the specified period.
- c. The claim has been filed after 3 years from the date of expiry of the specified period.

'Specified period' for the purpose of this chapter means such period as may be notified by the FMC/SEBI/relevant authority as the case may be for inviting the claims."

14. A new Bye Law shall be inserted as Bye Law 10, Part B, after Bye Law 9, Part B as under:

"10 MISCELLANEOUS

1. The relevant authority shall be empowered to impose such restrictions on transactions in one or more contracts or commodities as the relevant authority in its judgment deems advisable in the interest of maintaining a fair and orderly market in the contracts or commodities or if it otherwise deems advisable in the interest of trade and public interest. During the effectiveness of such restrictions, no trading member shall, for any account in which it has an interest or for the account of any client, engage in any transaction in contravention of such restrictions.

2. Save as otherwise specifically provided in the Bye-Laws, Rules and Regulations specified by the relevant authority regarding trading, clearing and settlement arrangement, in promoting, facilitating, assisting, regulating, managing and operating the Exchange and/or Clearing House, the exchange or the clearing house should not be deemed to have incurred any liability, and accordingly no claim or recourse in respect of or in relation to any dealing in contracts or commodities or any matter connected therewith shall lie against the Exchange or Clearing House or any authorised person(s) acting for the exchange or the Clearing House.

3. Any failure to observe or comply with any requirement of this Bye Law, or any Bye-Laws, Rules or Regulations, where applicable, may be dealt with by the relevant authority as a violation of such Bye-Laws, Rules or Regulations.

4. Trading members have an obligation as the trading members of the Exchange to inform the relevant authority of the Exchange about fraudulent and unfair trade practices and other such information/practices as may be construed as being detrimental to the efficient operations

of the Exchange and as may be required under FCR Act, Rules, SCRA, SCRR, SEBI Act, SECC Regulations any other regulations and directives of FMC/SEBI and relevant authority from time to time.

5. No claim, suit, prosecution or other legal proceedings shall lie against the Exchange and/or Clearing House any authorised person(s) acting for the Exchange and/or Clearing House, in respect of anything which is in good faith done or intended to be done in pursuance of any order or other binding directive issued to the Exchange and/or Clearing House under any law or delegated legislation for the time being in force.”

15. A new Bye Law shall be inserted as Bye Law 11, Part B, after newly inserted Bye Law 10, Part B as under:

“11 SAVINGS AND CONTINUATION

Notwithstanding anything contained in the National Commodity and Derivatives Exchange Bye-Laws, 2003 as amended by NCDEX Bye-Laws 2016:

(1) Any provision or part of any provision of the Bye-Laws shall, to the extent they are inconsistent with any of the provisions of the Securities Laws, be deemed to be modified by the corresponding provision of Securities Laws and the provisions of the Bye-Laws which are not inconsistent with any provision of the Securities Laws, shall continue to be in full force.

(2) Anything done or any action taken or purported to have been done or taken including any inspection, order, penalty, proceeding or notice made, initiated or issued or any confirmation or declaration made or any license, permission, authorization or exemption granted, modified or revoked or any document or instrument executed, or any direction given under the National Commodity and Derivatives Exchange Bye-Laws, 2003 till the date of this amendment, shall be continued or enforced by the Exchange or Relevant Authority as if the said Bye-Laws have not been amended.

(3) All offences or violations or breach of National Commodity and Derivatives Exchange Bye-Laws, 2003 committed and any existing proceedings as on day prior to this amendment, with respect to offences or violations or breach which may have been committed under the National Commodity and Derivatives Exchange Bye-Laws, 2003 shall continue to be governed by the provisions of National Commodity and Derivatives Exchange Bye-Laws, 2003 as if the same have not been amended.

(4) All directives, guidelines, circulars, procedures and processes issued, recognized or approved by the Forward Markets Commission shall continue to be in force unless amended or substituted by Securities Laws.

(5) All regulations, directives, guidelines, circulars, procedures and processes issued or prescribed under the National Commodity and Derivatives Exchange Bye-Laws, 2003 shall continue to be in force unless modified by NCDEX Bye-Laws (Amendment), 2016 or by any directive, guidelines, circular, procedures or processes issued by the Exchange or by SEBI under Securities Laws.

(6) In case of any ambiguity or confusion with regard to any of the provisions of these Bye-laws, the clarification given by the Exchange shall be final and binding.”

Place : Mumbai,
Date 31st March 2016.

MR. SAMIR SHAH,
MD & CEO.

Serial No. 16

NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Subject to SEBI's approval, it is proposed to make the following amendments in the Rules of National Commodity & Derivatives Exchange Limited (Deemed Stock Exchange). The proposed amendments are published under section 11 of erstwhile Forward Contracts (Regulation) Act, 1952 read with Rule 18 of Securities Contracts (Regulation) Rules, 1957 for information/public comments/criticism. Any person having any comments/observations on the proposed amendments to the Rules may send the same to the Compliance Department at National Commodity & Derivatives Exchange Limited, Akruti Corporate Park, 1st Floor, Near G.E.Garden, LBS Marg, Kanjurmarg (West), Mumbai 400 078 or through e-mail to gazette@ncdex.com within fifteen days from the date of this publication. The observation received after the said fifteenth day will not be considered. The draft will be taken in to consideration immediately after expiry of fifteen days.

PROPOSED AMENDMENT TO THE RULES OF THE NATIONAL COMMODITY & DERIVATIVES EXCHANGE LIMITED

Amendment in the National Commodity & Derivatives Exchange Rules, 2003 upon the Exchange being deemed to be a stock exchange pursuant to Section 131 of the Finance Act, 2015 and notification F.No. 1/9/SM/2015 issued by Government of India.

1. Short title and commencement

(1) This amendment shall be called NCDEX Rules (Amendment), 2016.

(2) It shall come into force with effect from the date of notification in Gazette of India.

2. In the National Commodity & Derivatives Exchange Rules, 2003 (hereinafter referred to as "Rules"), Rule 1 shall be amended as under:

(1) The definition of NCDEX or Exchange in Rule 1, clause 3, shall be substituted by the following definition:

"3. "Exchange" or "Stock Exchange" or "Commodity Derivatives Exchange" means the stock exchange operated by NCDEX."

(2) The definition of Clearing Member in Rule 1, clause 5, shall be substituted by the following definition:

"5. "Clearing Member" means a person having clearing and settlement rights in the Clearing House and shall include all categories of Clearing Members as may be admitted by the Clearing House and includes Trading Member when such Trading Member is performing the functions of Clearing Member."

(3) The definition of Commodities in Rule 1, clause 7, shall be substituted by the following definition:

"7. "Commodities" or "goods" mean the meaning assigned to it in section 2 (bb) of SCRA."

(4) A new definition of "Commodity Derivative" shall be inserted as clause 7A after the definition of 'Commodities' as under:

"7A. "Commodity Derivative" shall have the meaning as assigned to it in section 2 (bc) of SCRA."

(5) A new definition of "Contract" shall be inserted as clause 7B after the newly inserted clause 7A, as under:

"7B. "Contract" means a ready delivery contract, forward contract, futures contract or any derivatives contract relating to buying and selling commodities admitted to dealing by the Exchange and includes Commodity Derivative."

(6) The definition of “Trading Member” in clause 8, shall be substituted by the following definition:

“8. “Trading Member” or “Stock Broker” means a broker and the member of NCDEX registered in accordance with the Bye Laws of NCDEX but does not denote the shareholder of the Exchange or the Clearing House of the Exchange or the Clearing Corporation and includes Stock Broker and Self-Clearing Member while performing a function of trading on the Exchange.”

(7) After clause 10 of Rule 1, the following new definitions shall be inserted:

“10A. “SCRA” means Securities Contracts (Regulation) Act, 1956 and amendments thereto.”

“10B. “SCRR” means Securities Contracts (Regulation) Rules, 1957 and amendments thereto.”

“10C. “SEBI” means Securities and Exchange Board of India constituted under SEBI Act, 1992.”

“10D. “SEBI Act” means the Securities and Exchange Board of India Act, 1992 and amendments thereto.”

“10E. “Stock Broker Regulations” means SEBI (Stock Brokers and Sub-Brokers) Regulations, 1992 and amendments thereto.”

“10F. “SECC Regulations” means Securities Contracts (Regulation) (Stock Exchanges and Clearing Corporations) Regulations, 2012 and amendments thereto.”

“10G. “Securities Laws” means SCRA, SCRR, SEBI Act, SEBI, Stock Broker Regulations, SECC Regulations and shall include:

- i. All regulations existing or new issued or prescribed by SEBI and made applicable to the Commodity Derivatives market; and
- ii. All circulars and directives issued or that may be issued and made applicable by SEBI to the Commodity Derivatives market; and
- iii. All circulars and directives issued by SEBI and notified by the Exchange through a circular.”

“10H. “Self-Clearing Member” means the self-clearing member as defined in Regulations 2 (1) (fa) of the Stock Broker Regulations.”

“10I. “Stock Broker” means the Stock Broker as defined in Regulation 2 (1) (gb) of the Stock Broker Regulations.”

3. The term or the words “Forward Market Commission” or “Forward Markets Commission” or “Commission” or “FMC” as appearing in the following Rule (except in Definitions) shall stand substituted by the term “SEBI”:

Rule 2, clause 9.

4. The term ‘Forward Contracts (Regulation) Act, 1952’ or ‘Forward Contracts (Regulations) Act, 1952’ or ‘FCR Act’ as appearing in the following Rules (except in Definitions) shall stand substituted by ‘Securities Laws’

Rule 2.1, Rule 2.2, Rule 2.5, Rule 2.9, Rule 4.5 (1) (a), Rule 5.1 (1) (g), Rule 5.1 (2) (i), Rule 5.1 (3) (a).

5. A new Rule 7 shall be inserted after existing Rule 6 as under:

“7. SAVINGS AND CONTINUATION

Notwithstanding anything contained in the National Commodity & Derivatives Exchange Rules, 2003 as amended by NCDEX Rules 2016:

(1) Any provision or part of any provision of the Rules shall, to the extent they are inconsistent with any of the provisions of the Securities Laws, be deemed to be modified by the corresponding provision of Securities Laws and the provisions of the Rules which are not inconsistent with any provision of the Securities Laws, shall continue to be in full force.

(2) Anything done or any action taken or purported to have been done or taken including any inspection, order, penalty, proceeding or notice made, initiated or issued or any confirmation or declaration made or any license, permission, authorization or exemption granted, modified or revoked or any document or instrument executed, or any direction given under the National Commodity & Derivatives Exchange Rules, 2003 till the date of this amendment, shall be continued or enforced by the Exchange or Relevant Authority as if the said Rules have not been amended.

(3) All offences or violations or breach of National Commodity & Derivatives Exchange Rules, 2003 committed and any existing proceedings as on day prior to this amendment, with respect to offences or violations or breach which may have been committed under the National Commodity & Derivatives Exchange Rules, 2003 shall continue to be governed by the provisions of National Commodity & Derivatives Exchange Rules, 2003 as if the same have not been amended.

(4) All directives, guidelines, circulars, procedures and processes issued, recognized or approved by the Forward Markets Commission shall continue to be in force unless amended or substituted by Securities Laws.

(5) All regulations, directives, guidelines, circulars, procedures and processes issued or prescribed under the National Commodity & Derivatives Exchange Rules, 2003 shall continue to be in force unless modified by NCDEX Rules (Amendment), 2016 or by any directive, guidelines, circular, procedures or processes issued by the Exchange or by SEBI under Securities Laws.

(6) In case of any ambiguity or confusion with regard to any of the provisions of these Rules, the clarification given by the Exchange shall be final and binding.”

Date : March 31, 2016

Place : Mumbai.

MR. SAMIR SHAH,

MD & CEO.

Serial No. 17

इंडीयन फाऊंडेशन सीड आणि सर्वोसेस एसोसिएशन

(स्वतःहून गोठवली)

जाहीर सूचना

नोंदणी कार्यालय : रेशम भवन, ४ था मजला, ७८ वीर नरिमान रोड,

मुंबई ४०० ०२०, महाराष्ट्र

टेली फोन नं. ०२२ ६७५७ ३००० ईमेल आयडी : uma.ramaswamy@mahyco.com

सदरची नोटीस ही सर्व संबंधितांना सार्वजनिक सूचना देण्यात येते की, इंडीयन फाऊंडेशन सीड आणि सर्वोसेस एसोसिएशनचे सर्व सभासद यांची (सीन : यू ११९९० एमएच २००५ एनपीएल १५३९५४) सदरच्या कंपनीची अतिरिक्त सर्वसाधारण सभा बुधवार, दिनांक १७ फेब्रुवारी २०१६, रोजी सदरच्या कंपनीच्या नोंदणीकृत कार्यालय रेशम भवन, ४ था मजला, ७८ वीर नरिमान रोड, मुंबई - ४०० ०२०, महाराष्ट्र, येथे पार पडली आणि सदरच्या झालेल्या सभेत सदरच्या कंपनीचे सर्व व्यवहार गोठवण्याचे ठरले आणि पुढीलप्रमाणे ठराव सभासदांनी स्वतःहून निर्णय घेऊन पारीत केला.

१. असा ठराव पारीत करण्यात येतो की, भारतीय कंपनी कायदा, १९५६ च्या कलम ४८४ नुसार आणि कंपनी कायदा, २०१३ च्या कलम ३०४ (ब) नुसार कोणत्याही कंपनीचे सर्व व्यवहार गोठवून सदरची कंपनी बंद करावयाची असल्यास अशा प्रसंगी सदरच्या कंपनीचे सर्व सभासद यांची मान्यता घेणे आवश्यक आहे आणि याप्रमाणे सभासदांनी सदरच्या कंपनीचे सर्व व्यवहार दिनांक १७ फेब्रुवारी २०१६ रोजी पासून बंद केले आहेत.

२. असा ठराव पारीत करण्यात येतो की, भारतीय कंपनी कायदा, १९५६ च्या कलम ४९० नुसार आणि कंपनी कायदा, २०१३ च्या कलम ३१० नुसार, श्रीमती लीना अग्रवाल, कार्यरत कंपनी सेक्रेटरी (सीपी नं. ७०३०) यांची नियुक्ती सदरच्या कंपनीची लिक्विडेटर (अवसायन) म्हणून केली आहे आणि सदरच्या कंपनीचे सर्व व्यवहार सभासदांच्या मर्जीनुसार गोठवण्यात आले. पुढे असा ठराव पारीत करण्यात येतो की, लिक्विडेटर (अवसायन) यांचा पगार सर्व सभासदांची परवानगी घेऊन रुपये १७,५०० (अक्षरी रूपये सतरा हजार पाचशे मात्र) ठरवण्यात आला आहे आणि याशिवाय अतिरिक्त पॉकेट खर्च म्हणून वेगळा मोबदला सदरच्या कंपनीचे सर्व व्यवहार गोठवण्यासाठी दिला जाईल.

● पुढे असा ठराव पारीत करण्यात येतो की, श्रीमती लीना अग्रवाल, लिक्विडेटर यांना भारतीय कंपनी कायदा, १९५६ आणि कंपनी कायदा, २०१३ च्या तरतुदीनुसार लिक्विडेटर (अवसायन) म्हणून सदरच्या कंपनीचे सर्व व्यवहार गोठवण्यासाठी त्यांना सर्व ते अधिकार बहाल करण्यात आलेले आहेत.

३. पुढे असा ठराव पारीत करण्यात येतो की, लिक्विडेटर (अवसायन) यांचे नियुक्ती सहीत सदरचे काम कंपनीचे बोर्ड ऑफ डायरेक्टर्स पहातील आणि त्यांना या ठरावाद्वारे सर्वते अधिकार बहाल करण्यात आले आहेत की ते सदरची कंपनी गोठवण्यासाठी नियुक्त लिक्विडेटर्स यांचे सोबत चर्चा करून सलामसलत करतील, लिक्विडेटर यांचे सोबत कंपनीचे दस्तऐवज सादर करतील, कंपनीचे रिटर्न एमसीए सोबत सादर करतील लिक्विडेटरच्या कार्यालयात भरतीसाठी जागा खाली आहे यासाठी अर्ज सादर करतील आणि इतर संबंधित सर्व कामे करतील जी सदरच्या कंपनीचे सर्व व्यवहार गोठवण्यासाठी आवश्यक आहे ती सर्व कामे करतील.

द्वारा इंडीयन फाऊंडेशन सीड आणि सर्वोसेस एसोसिएशन,

राजेंद्र बद्दीनारायण बरवाले,

निर्देशक

(डिन : ००००१६७८)

ठिकाण : मुंबई,

दिनांक : १८ फेब्रुवारी २०१६.

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, एप्रिल २८-मे ४, २०१६/वैशाख ८-१४, शके १९३८

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
IN INSOLVENCY**

NOTICE OF MOTION No. 38 OF 2016

IN

INSOLVENCY PETITION No. 5 OF 2015

No. IR 178/2016

Re.—RAVINDRA POONAMCHAND ANGARA of Mumbai an adult Indian Inhabitant, carrying on business as a Sole Proprietor in the name and style of “M/s. Poonam Enterprise” at and from 17A, Kanti Bhavan, 1st Parsiwada Lane, Mumbai 400 004 and residing at 362, 2nd Floor, Mumbai 400 004.

..... Insolvent.

Notice is hereby given that the Order of Adjudication made herein on 1st day of December, 2015 against the Insolvent abovenamed is annulled on the 13th day of April, 2016 Under Section 21(1) of the Presidency Towns Insolvency Act, 1909 on the ground of full payment.

DILIP TALEKAR,

Insolvency Registrar,
High Court, Bombay.

Dated this 21st day of April, 2016.

Serial No. 18

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ELECTION PETITION No. 31 OF 2009

Public Notice

Mangesh Anant Kudalkar

... *Petitioner.*

Versus

Election Commission of India and ors.

. ... *Respondents.*

NOTICE IS HEREBY given to the effect that I, the Petitioner Mangesh Anant Kudalkar, is no more interested in prosecuting the above referred Election Petition, since the term of the said Election has already been expired long back and hence intend to withdraw the said Election Petition on my own volition and there is no threat, coercion and/or inducement of any nature from any corner.

NOTICE IS HEREBY published pursuant to the order dated 26th February, 2016 passed by the Hon'ble Bombay High Court in Election Petition No. 31 of 2009 and the next date of hearing is 15th April, 2016.

MANGESH ANANT KUDALKAR,

Dated this 1st day of April 2016.

Petitioner.

Serial No. 19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION No. 933 OF 2015

In the matter of Sections 433 (e) and (f) and 434 of
the Companies Act, 1956 ;

And

In the matter of creditor's petition for winding-up
M/s. Class one Roofing Solutions Pvt. Limited.,
a limited Company incorporated under
the provisions of the Companies Act, 1956,
having (CIN No. U25200MH2008PTC178544)
and having its registered office at Office No. 300,
3rd Floor, R. R. Realty, Near R. R. Paints. LBS.
Marg, Bhandup (West), Mumbai 400 078.

Mrs. Vaishali Yevle,
Proprietress M/s. Rohan Engineering and Co.
A proprietorship firm carrying on business
at 95/B, Collector Colony, Chembur,
Mumbai 400 074, Maharashtra, India.

... *Petitioner.*

Advertisement of Petition

A petition of winding up of the above named company was presented on 10th July, 2016 by the Petitioner above named, creditors of the company and the said Petition was admitted on 15th March, 2016 and the same is now fixed for hearing before the company Judge on 2nd May, 2016 at 11.00 a.m., in the forenoon or soon thereafter.

ANY PERSON (s) CREDITORS OR CONTRIBUTORY desirous of supporting or opposing the said Petition, should send to the Petitioner or his Advocate at his address mentioned hereunder a Notice of his intention signed by him or his Advocate with full name and address, so as to reach the petitioner or his Advocate mentioned hereunder not later than five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any creditor or contributory on payment of prescribed charges for the same.

Any affidavit intended to be used in opposition and/or in support to the petition, should be filed in court and a copy thereof served on the Petitioner's Advocate, not less than five days before the date fixed for hearing.

Dated this 22nd day of April, 2016.

MR. JAMSHED ANSARI,
Advocate for the Petitioner.

44, Shah Chambers, 1st floor,
Maruti Lane, Fort, Mumbai 400 001.

Serial No. 20

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMPANY PETITION No. 742 OF 2015

In the matter of Sections 433(e) & (f) and 434 of the
Companies Act, 1956;

And

In the matter of winding up of Citadel
Architectural Solutions Private Limited, having
its registered office No. 300, 3rd Floor, R.R.
Realty, Near R.R. Plaints Paints, LBS Marg,
Bhandup (west), Mumbai 400 078, CIN
U74210MH2002PTC137052.

Mr. Vinay Kumar,
Flat No.102, 1st floor,
D-wing, Lloyd Estate,
Salt Pan Road,
Near Vidyalankar Polytechnic,
behind Dosti Acres, Wadala (East),
Mumbai-400 037.

... *Petitioner*

Advertisement of Petition

A petition of winding up of the above named company was presented on 8th June 2015 by the Petitioner above named, creditors of the company and the said Petition was admitted on 28th March 2016 and the same is now fixed for hearing before the company Judge on 13th June 2016 at 11.00 a.m., in the forenoon or soon thereafter.

ANY PERSON (s) CREDITORS OR CONTRIBUTORY desirous of supporting or opposing the said Petition, should send to the Petitioner or his Advocate at his address mentioned here under a Notice of his intention signed by him or his Advocate with full name and address, so as to reach the petitioner or his Advocate mentioned hereunder not later than five days before the date fixed for hearing of the Petition and appear at the hearing for the purpose in person or by his Advocate.

A copy of the Petition will be furnished by the Petitioner's Advocate to any creditor or contributory on payment of prescribed charges for the same.

Any affidavit intended to be used in opposition and/or in support to the petition, should be filed in court and a copy thereof served on the Petitioner's Advocate, not less than five days before the date fixed for hearing.

Dated this 22nd day of April, 2016.

MR. JAMSHED ANSARI,
Advocate for the Petitioner,
44, Shah Chambers, 1st floor,
Maruti Lane, Fort, Mumbai 400 001.

विक्रीकर सहआयुक्त (०४), पुणे विभाग, पुणे यांचे कार्यालय
विक्रीकर भवन, २रा मजला येरवडा, पुणे ४११ ००६
अधिसूचना

[केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम ७ याप्रमाणे]

क्रमांक विसआ ०४/‘ ग ’ नमुना/संकीर्ण/२०१५-१६/ब-१३१९

ज्याअर्थी, मे. मिरज फोर्ज प्रा. लि. गट नं. ३४३, प्लॉट नं. ७/८/९ एचपी गॅसजवळ, महाळुंगे, इंगळे, चाकण-तळेगांव रोड, चाकण, जि. पुणे ४१० ५०१, मूल्यवर्धित कर कायदा, २००२ अन्वये नोंदणी दाखला क्रमांक २७७००५४५३८२२२ व्ही आणि केंद्रीय विक्रीकर कायदा, १९५६ अन्वये नोंदणी दाखला क्रमांक २७७००५४५३८२२सी यांजकडून असे कळविण्यात आले आहे की, मध्यवर्ती विक्रीकर अधिनियम, १९५६ कलम ८ पैकी पोट-कलम (४) (एलएक्सएक्सआयव्ही) प्रमाणे या व्यापाऱ्याचा ‘ग’ एमएच-१२/२९८०७३ ते २९८०७४ (एकूण २ ‘ग’ नमुना) हरविलेला आहे. त्याकरिता त्यांनी दिनांक ७ नोव्हेंबर २०१५ रोजीच्या इंग्रजी वर्तमानपत्र “टाईम्स ऑफ इंडिया”, पुणे व दिनांक ७ नोव्हेंबर २०१५ रोजीच्या मराठी वर्तमानपत्र “महाराष्ट्र टाईम्स”, पुणे या वर्तमानपत्रात जाहिरात देऊन त्या वर्तमानपत्राचे कात्रण या कार्यालयास सादर केले आहे. तसेच त्यांनी प्रतिज्ञापत्र सादर करून ‘ग’ नमुना मिळाले नसल्याचे नमूद केले असून रुपये २१,४०,५९७ इतक्या रकमेचा इन्डेमनिटी बॉन्ड सादर केलेला आहे.

वरील सर्व बाबीस अनुसरून मी, एस. पी. काले, विक्रीकर सहआयुक्त (४) पुणे केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम (४अ) मधील पोट-नियम (७) अन्वये विहित केलेल्या अधिकाराचा वापर करून असे जाहीर करतो की, ‘ग’ नमुना क्रमांक एमएच-१२-२९८०७३ ते २९८०७४ (एकूण २ ‘ग’ नमुना) रद्द ठरविण्यात आलेले आहेत.

एस. पी. काले,

पुणे,
दिनांक २३ मार्च २०१६.

विक्रीकर सहआयुक्त (४),
पुणे विभाग, पुणे.

OFFICE OF THE JOINT COMMISSIONER OF SALES TAX (04) PUNE

Vikrikar Bhavan, 2nd Floor, Airport Road, Yerwada, Pune 411 006.

NOTIFICATION

[Under sub-rule (7) of the Rule 4A of the Central Sales Tax (Bombay) Rules, 1957]

No. JCST 04/Pune/Dupl/‘ C ’ Form/2015-16/B-1319

Whereas, it has been reported by M/s. Miraj Forge Pvt. Ltd., Gat No. 343, Plot No. 7/8/8, Near HP Gas Mahalunge, Ingale, Chakan-Talegaon Road, Chakan, Dist. Pune 410 501 holder of Tin No. 27700545382V under the MVAT Act, 2002 and R. C. No. 27700545382C under the Central Sales Tax Act, 1956, that the declarations referred in sub-section (4) of section 8 of the Central Sales Tax Act, 1956 (LXXIV) of 1956 in form ‘ C ’ issued to them bearing No. MH-12-298073 to MH 12-298074 (Total 2 ‘ C ’ Forms) has been lost and to that effect the dealer has given the advertisement in English Newspaper “Times of India”, Pune, dated 7th November 2015 and Marathi News Paper “Maharashtra Times”, Pune, dated 7th November 2015 and forwarded the newspaper cutting to this office also submitted Indemnity Bond of Rs. 21,40,597 respectively.

Therefore, in view of the above I, S. P. Kale, Joint Commissioner of Sales Tax (04) Pune in exercise of the powers vested in me under sub-rule (7) of rule 4(A) of the Central Sales Tax (Bombay) Rules, 1957 hereby declare that the said ‘ C ’ Form declaration bearing No. MH-12-298073 to MH 12-298074 (Total 2 ‘ C ’ Forms) are treated as invalid.

S. P. KALE,

Joint Commissioner of Sales Tax (04),
Pune Division, Pune.

Pune,
dated 23rd March 2016.

भाग दोन (संकीर्ण)—४

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, एप्रिल २८-मे ४, २०१६/वैशाख ८-१४, शके १९३८

विक्रीकर सहआयुक्त पुणे-१, पुणे विभाग, पुणे यांचे कार्यालय

विक्रीकर भवन, २रा मजला येरवडा, पुणे ४११ ००६

अधिसूचना

[केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम ७ या प्रमाणे]

क्रमांक विसआ/पुणे/‘क’ नमुने/२०१५-१६/ब-४६

याअर्थी, मे. क्लायडी बर्गमन इंडिया प्रा. लि., प्लॉट नं. जीपी-९९/१, ऑफिस नं. ८, ‘ए’ विंग, पुनम प्लाझा, एम.आय.डी.सी. चिंचवड, पुणे ४११ ०१९, केंद्रीय विक्रीकर कायदा, १९५६ अन्वये नोंदणी दाखला क्रमांक २७२४०७७०२८७सी अन्वये यांजकडून असे कळविण्यात आले आहे की, मध्यवर्ती विक्रीकर अधिनियम, १९५६ कलम ८ पैकी पोट-कलम (४) (एलएक्सएक्सआयव्ही) प्रमाणे या व्यापाऱ्याचे ‘क’ नमुने क्र. एमएच-१३/२४२९२५ (एकूण १ ‘क’ नमुना) हरविलेले आहेत. त्याकरिता त्यांनी दिनांक १० फेब्रुवारी २०१६ रोजीच्या मराठी वर्तमानपत्र “लोकमत”, पुणे दिनांक १२ फेब्रुवारी २०१६ रोजीच्या इंग्रजी वर्तमानपत्र “द इकोनॉमिक्स टाइम्स”, पुणे या वर्तमानपत्रात जाहिरात देऊन त्या वर्तमानपत्राचे कात्रण या कार्यालयास सादर केले आहे. तसेच त्यांनी प्रतिज्ञापत्र सादर करून ‘क’ नमुना मिळाले नसल्याचे नमूद केले असून रुपये १५,८७,०१८ इतक्या रकमेचा इन्डेमनिटी बॉन्ड सादर केलेला आहे.

वरील सर्व बाबीस अनुसरून मी, एस. जी. शेख, विक्रीकर सहआयुक्त, पुणे-१, केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम (४अ) मधील पोट-नियम (७) अन्वये विहित केलेल्या अधिकाराचा वापर करून असे जाहीर करतो की, ‘क’ नमुना क्रमांक एमएच-१३-२४२९२५ (एकूण १ ‘क’ नमुना) रद्द ठरविण्यात आलेले आहेत.

एस. जी. शेख,

पुणे,
दिनांक २ एप्रिल २०१६.

विक्रीकर सहआयुक्त, पुणे-१,
पुणे विभाग, पुणे.

OFFICE OF THE JOINT COMMISSIONER OF SALES TAX, PUNE-1

Vikrikar Bhavan, 2nd Floor, Airport Road, Yerwada, Pune 411 006.

NOTIFICATION

[Under sub-rule (7) of the Rule 4A of the Central Sales Tax (Bombay) Rules, 1957]

No. JCST/Pune-1/Dupl/‘C’ Form/2015-16/B-46

Whereas, it has been reported by M/s. Clyde Bergemann India Pvt. Ltd., Plot No. GP-99/1, Office No. 08, A-Wing, Punam Plaza, G-Block, MIDC, Chinchwad, Pune 411 019 holder of Tin No. 27240770287V under the MVAT Act, 2002 and R. C. No. 27440812566C under the Central Sales Tax Act, 1956, that the declarations referred in sub-section (4) of section 8 of the Central Sales Tax Act, 1956 (LXXIV) of 1956 in form ‘C’ issued to them bearing No. MH-13/242925 (Total 1 ‘C’ Forms) has been lost and to that effect the dealer has given the advertisement in Marathi News Paper “Lokamat”, Pune, dated 10th February 2016, “The Economic Times”, Pune, dated 12th February 2016 and forwarded the newspaper cutting to this office also submitted Indemnity Bond of Rs. 15,87,018 respectively.

Therefore, in view of the above I, S. G. Shaikh, Joint Commissioner of Sales Tax, Pune in exercise of the powers vested in me under sub-rule (7) of rule 4(A) of the Central Sales Tax (Bombay) Rules, 1957 hereby declare that the said ‘C’ Form declaration bearing No. MH-13/242925 (Total 1 ‘C’ Form) is treated as invalid.

S. G. SHAIKH,

Pune,
dated 2nd April 2016.

Joint Commissioner of Sales Tax, Pune-1,
Pune Division, Pune.

विक्रीकर सहआयुक्त पुणे-१, पुणे विभाग, पुणे यांचे कार्यालय

विक्रीकर भवन, ३रा मजला, येरवडा, पुणे ४११ ००६

अधिसूचना

[केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम ७ या प्रमाणे]

क्रमांक विसआ/व्हॅट प्रशा/‘क’ नमुने/२०१५-१६/ब-४५

ज्याअर्थी, मे. कंट्रोल अँड ऑटोमेशन सिस्टिम्स, प्लॉट नं. ७२, सेक्टर नं. २४, पीसीएनटीडीए, निगडी, पुणे ४११ ०४४, केंद्रीय विक्रीकर कायदा, १९५६ अन्वये नोंदणी दाखला क्रमांक २७४४०८१२५६६सी अन्वये यांजकडून असे कळविण्यात आले आहे की, मध्यवर्ती विक्रीकर अधिनियम, १९५६ कलम ८ पैकी पोट-कलम (४) (एलएक्सएक्सआयव्ही) प्रमाणे या व्यापाऱ्याचे ‘क’ नमुने क्रमांक एमएच-१२ए/६१०९१, एमएच-१२ए/६१०९२, एमएच-१२ए/४९५३१, एमएच-१२ए/५६३८०, एमएच-१३ए/२४१७२९, एमएच-१३ए/२३९४९१ (एकूण ६ ‘क’ नमुने) हरविलेले आहेत. त्याकरिता त्यांनी दिनांक २१ नोव्हेंबर २०१५ रोजीच्या मराठी वर्तमानपत्र “महाराष्ट्र टाइम्स”, पुणे व दिनांक २२ नोव्हेंबर २०१५ रोजीच्या इंग्रजी वर्तमानपत्र “संडे टाइम्स ऑफ इंडिया”, पुणे या वर्तमानपत्रात जाहिरात देऊन त्या वर्तमानपत्राचे कात्रण या कार्यालयास सादर केले आहे. तसेच त्यांनी प्रतिज्ञापत्र सादर करून ‘क’ नमुने मिळाले नसल्याचे नमूद केले असून रुपये १८,५१,१११ इतक्या रकमेचा इन्डेमनिटी बॉन्ड सादर केलेला आहे.

वरील सर्व बाबीस अनुसरून मी, एस. जी. शेख, विक्रीकर सहआयुक्त, पुणे-१, केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम (४अ) मधील पोट-नियम (७) अन्वये विहित केलेल्या अधिकाराचा वापर करून असे जाहीर करतो की, ‘क’ नमुने क्रमांक एमएच-१२ए/६१०९१, एमएच-१२ए/६१०९२, एमएच-१२ए/४९५३१, एमएच-१२ए/५६३८०, एमएच-१३ए/२४१७२९, एमएच-१३ए/२३९४९१ (एकूण ६ ‘क’ नमुने) रद्द ठरविण्यात आलेले आहेत.

एस. जी. शेख,

पुणे,
दिनांक २ एप्रिल २०१६.

विक्रीकर सहआयुक्त, पुणे-१,
पुणे विभाग, पुणे.

OFFICE OF THE JOINT COMMISSIONER OF SALES TAX-1, PUNE

Vikrikar Bhawan, 3rd Floor, Airport Road, Yerwada, Pune 411 006.

NOTIFICATION

[Under sub-rule (7) of the Rule 4A of the Central Sales Tax (Bombay) Rules, 1957]

No. JCST/VAT/ADM/Pune/Dupl/‘C’ Forms/2015-16/B-45

Whereas, it has been reported by M/s. Control and Automation Systems, Plot No. 72, Sector No. 24, PCNTDA, Nigdi, Pune 411 044 holder of Tin No. 27440812566V under the MVAT Act, 2002 and R. C. No. 27440812566C under the Central Sales Tax Act, 1956, that the declarations referred in sub-section (4) of section 8 of the Central Sales Tax Act, 1956, (LXXIV) of 1956 in forms ‘C’ issued to them bearing Nos. MH-12A-61091, MH-12A/61092, MH-12A/49531, MH-12A/56380, MH-13A/241729, MH-13A/239491 (Total 6 ‘C’ Forms) has been lost and to that effect the dealer has given the advertisement in Marathi News Paper “Maharashtra Times”, dated 21st November 2015, Pune, “Sunday Times of India”, Pune, dated 22nd November 2015 and forwarded the newspaper cutting to this office, also submitted Indemnity Bond of Rs. 18,51,111 respectively.

Therefore, in view of the above I, S. G. Shaikh, Joint Commissioner of Sales Tax, Pune-1 in exercise of the powers vested in me under sub-rule (7) of rule 4(A) of the Central Sales Tax (Bombay) Rules, 1957 hereby declare that the said ‘C’ Forms declaration bearing Nos. MH-12A-61091, MH-12A/61092, MH-12A/49531, MH-12A/56380, MH-13A/241729, MH-13A/239491 (Total 6 ‘C’ Forms) are treated as invalid.

S. G. SHAIKH,

Joint Commissioner of Sales Tax, Pune-1,
Pune Division, Pune.

Pune,
dated 2nd April 2016.

महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, एप्रिल २८-मे ४, २०१६/वैशाख ८-१४, शके १९३८

विक्रीकर सहआयुक्त, पुणे-१, पुणे विभाग, पुणे यांचे कार्यालय

विक्रीकर भवन, ३रा मजला, येरवडा, पुणे ४११ ००६

अधिसूचना

[केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम ४अ पैकी पोट-नियम ७ याप्रमाणे]

क्रमांक विसआ/पुणे-१/‘क’ नमुने/२०१५-१६/ब-४७

ज्याअर्थी, मे. चंदन इंडस्ट्रीज, २४६/४, फेज २ रोड, टाटा जॉनसन कंट्रोल समोर, हिंजवडी, ता. मुळशी, पुणे ४११ ०५७, केंद्रीय विक्रीकर कायदा, १९५६ अन्वये नोंदणी दाखला क्रमांक २७५५०५९१६८५सी अन्वये यांजकडून असे कळविण्यात आले आहे की, मध्यवर्ती विक्रीकर अधिनियम, १९५६ कलम ८ पैकी पोट-कलम (४) (एलएक्सएक्सआयव्ही) प्रमाणे या व्यापाऱ्याचे ‘क’ नमुने क्र. एमएच-११/४४७३६०, एमएच-१२/३०५८८१, एमएच-१२/४९३०४०, एमएच-१२ए/५८८६५१ (एकूण ४ ‘क’ नमुने) हरविलेले आहेत. त्याकरिता त्यांनी दिनांक १४ डिसेंबर २०१५ रोजीच्या मराठी वर्तमानपत्र “सामना”, पुणे व दिनांक १४ डिसेंबर २०१५ रोजीच्या इंग्रजी वर्तमानपत्र “बिझनेस स्टॅण्डर्ड”, पुणे या वर्तमानपत्रात जाहिरात देऊन त्या वर्तमानपत्राचे कात्रण या कार्यालयास सादर केले आहे. तसेच त्यांनी प्रतिज्ञापत्र सादर करून ‘क’ नमुने मिळाले नसल्याचे नमूद केले असून रुपये ४२,०७,२९२ इतक्या रकमेचा इन्डेमनिटी बॉन्ड सादर केलेला आहे.

वरील सर्व बाबीस अनुसरून मी, एस. जी. शेख, विक्रीकर सहआयुक्त, पुणे-१, केंद्रीय विक्रीकर (मुंबई) नियम, १९५७ च्या नियम (४अ) मधील पोट-नियम (७) अन्वये विहित केलेल्या अधिकाराचा वापर करून असे जाहीर करतो की, ‘क’ नमुना क्र. एमएच-११/४४७३६०, एमएच-१२/३०५८८१, एमएच-१२/४९३०४०, एमएच-१२ए/५८८६५१ (एकूण ४ ‘क’ नमुने) रद्द ठरविण्यात आलेले आहेत.

पुणे,
दिनांक २ एप्रिल २०१६.

एस. जी. शेख,
विक्रीकर सहआयुक्त, पुणे-१,
पुणे विभाग, पुणे.

OFFICE OF THE JOINT COMMISSIONER OF SALES TAX, PUNE-1, PUNE

Vikrikar Bhavan, 3rd Floor, Airport Road, Yerwada, Pune 411 006.

NOTIFICATION

[Under sub-rule (7) of the Rule 4A of the Central Sales Tax (Bombay) Rules, 1957]

No. JCST/VAT/Pune-1/Dupl/‘C’ Form/2015-16/B-44

Whereas, it has been reported by M/s. Chandan Industries, Sr. No. 246/4, Phase-II Road, Opp. Tata Jonson Controls, Hinjavadi, Tal. Mulshi, Pune 411 057 holder of Tin No. 27550591685V under the MVAT Act, 2002 and R. C. No. 27550591685C under the Central Sales Tax Act, 1956, that the declarations referred in sub-section (4) of section 8 of the Central Sales Tax Act, 1956 (LXXIV of 1956) in form ‘C’ issued to them bearing No. MH-11/447360, MH-12/305881, MH-12/493040, MH-12A/588651 (Total 4 ‘C’ Forms) has been lost and to that effect the dealer has given the advertisement in Marathi News Paper “Samana”, Pune, dated 14th December 2015, “Business Standard”, Pune, dated 14th December 2015 and forwarded the newspaper cutting to this office also submitted Indemnity Bond of Rs. 42,07,292 respectively.

Therefore, in view of the above I, S. G. Shaikh, Joint Commissioner of Sales Tax, Pune-1 in exercise of the powers vested in me under sub-rule (7) of rule 4(A) of the Central Sales Tax (Bombay) Rules, 1957 hereby declare that the said ‘C’ Form declaration bearing No. MH-11/447360, MH-12/305881, MH-12/493040, MH-12A/588651 (Total 4 ‘C’ Forms) are treated as invalid.

Pune,
dated 2nd April 2016.

S. G. SHAIKH,
Joint Commissioner of Sales Tax, Pune-1,
Pune Division, Pune.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Notice

No. CA / FBK /45-A/2016-2017

In accordance with section 105 (1) of the Mumbai Municipal Corporation Act, 1888 it is hereby notified that the balance dues by the Corporation on the 31st March 2016 to the Government of Maharashtra, Central Government (IDA), MMRDA and other agencies were as follows :—

Sr. No.	Particulars of Loans raised for the Mumbai Municipal Corporation	Balance due on 31st March 2016	Sr. No.	Particulars of Loans raised for B.E.S. and T. Undertaking.	Balance due on 31st March 2016
BUDGET 'A', (DIVISION - I)			BUDGET 'C'		
		Rs. P.			Rs. P.
• Loan raised from M.M.R.D.A.			20	9.85% Short Term Financial Assistance Dena Bank.	730,000,000.00
1	8% 15.44 crore loan from M.M.R.D.A. Nair Hospital.	112,240,019.00	21	9.65% Short Term Financial Assistance Vijaya Bank.	1,000,000,000.00
2	3% and 6% Mega City Plan Xth Part I and III.	113,855,494.00	Total : Loan raised from other Agencies		9,639,522,940.00
3	3% and 6% Mega City Plan Xth Part I and III.	24,813,591.00	Grant Total : Loan for B.E.S. and T. U. Undertaking (Budget 'C')		20,042,862,463.00
4	9% Loan from World Bank through MMRDA under MUTP.	158,635,400.00	Sr. No.	Particulars of Loans raised for Water Supply and Sewerage Project	Balance due on 31st March 2016
Total : Loan from M.M.R.D.A.		409,544,504.00	BUDGET 'G'		
Grand Total-Loan for Budget 'A'		409,544,504.00			Rs. P.
Sr. No.	Particulars of Loans raised for B.E.S. and T. Undertaking	Balance due on 31st March 2016	• Loan raised from Central Government (IDA Credits)		
		Rs. P.	1	8 3/4 per cent Rs. 10.00 Crore Loan (1991-92).	5,000,000.00
1	10.00% MCGM ADVANCE	10,403,339,523.00	2	8 3/4 per cent Rs.5.1944 Crore Loan (1991-92).	2,597,200.00
Total : MCGM Advance		10,403,339,523.00	3	8 3/4 per cent Rs.13.6394 Crore Loan (1991-92).	6,819,700.00
• Negotiated Loans raised from other Agents—			4	8 3/4 per cent Rs.1.4308 Crore Loan (1991-92).	715,400.00
2	Loan Under APDRP Scheme	100,250,200.00	5	8 3/4 per cent Rs.12.2868 Crore Loan (1991-92).	6,143,400.00
3	Loan Under APDRP Scheme	100,250,200.00	6	8 3/4 per cent Rs.8.6653 Crore Loan (1992-93).	8,665,300.00
4	World Bank Loan under MUTP.	633,096,100.00	7	8 3/4 per cent Rs.2.2462 Crore Loan (1992-93).	2,246,200.00
5	12.95 % Canara Bank Loan	250,000,000.00	8	8 3/4 per cent Rs.32.8286 Crore Loan (1993-94).	49,242,900.00
6	Rural Electrification Corporation Loan	1,340,926,440.00	9	8 3/4 per cent Rs.19.50 Crore Loan (1994-95).	39,000,000.00
7	10.20% Short Term Financial Assistance Bank of Maharashtra.	87,500,000.00	10	8 3/4 per cent Rs.13.99 Crore Loan (1994-95).	27,980,000.00
8	10.15% Short Term Financial Assistance Vijaya Bank.	75,000,000.00	11	8 3/4 per cent Rs.19.24 Crore Loan (1994-95).	38,480,000.00
9	10.20% Short Term Financial Assistance Bank of India.	350,000,000.00	12	8 3/4 per cent Rs.27.61 Crore Loan (2001-02).	151,855,000.00
10	9.65% Short Term Financial Assistance Corporation Bank.	235,000,000.00	Total : Loan raised from Central Government (IDA).		338,745,100.00
11	11.97% Short Term Financial Assistance Bank.	257,500,000.00	• Loan raised from State Government		
12	10.10% Short Term Financial Assistance HDFC Bank.	50,000,000.00	13	3/4 per cent Rs. 0.4154. Crore Loan (1991-92).	207,700.00
13	9.90% Short Term Financial Assistance Vijaya Bank.	340,000,000.00	14	8 3/4 per cent Rs.15.0702 Crore Loan (1991-92).	7,535,100.00
14	9.65% Short Term Financial Assistance Corporation Bank.	490,000,000.00	15	8 3/4 per cent Rs.4.963 Crore Loan (1991-92).	2,481,500.00
15	9.85% Short Term Financial Assistance Dena Bank.	240,000,000.00	16	8 3/4 per cent Rs.12.9891 Crore Loan (1992-93).	12,989,100.00
16	9.70% Short Term Financial Assistance Syndicate Bank.	660,000,000.00	17	8 3/4 per cent Rs.0.0994 Crore Loan (1992-93).	99,400.00
17	9.65% Short Term Financial Assistance Vijaya Bank.	745,000,000.00	18	8 3/4 per cent Rs.12.6516 Crore Loan (1993-94).	18,977,400.00
18	9.85% Short Term Financial Assistance Dena Bank.	450,000,000.00	19	8 3/4 per cent Rs.10 Crore Loan (1993-94).	15,000,000.00
19	9.70% Short Term Financial Assistance Bank of India.	1,505,000,000.00	20	8 3/4 per cent Rs.113.33 Crore Loan (1995-96).	283,325,000.00
			21	8 3/4 per cent Rs. 37.22 Crore Loan (1996-97).	111,660,000.00

**महाराष्ट्र शासन राजपत्र, भाग दोन-संकीर्ण सूचना व जाहिराती,
गुरुवार ते बुधवार, एप्रिल २८-मे ४, २०१६/वैशाख ८-१४, शके १९३८**

Sr. No.	Particulars of Loans raised for the Water Supply and Sewerage Project	Balance due on 31st March 2016	Sr. No.	Particulars of Loans raised for the Water Supply and Sewerage Project	Balance due on 31st March 2016
• Loan raised from State Government					
22	13 per cent Rs. 51.55 Crore Loan (1996-97).	154,650,000.00	34	13 per cent Rs. 20.00 Crore Loan (1999-2000).	90,000,000.00
23	13 per cent Rs. 13.06 Crore Loan (1996-97).	39,180,000.00	35	13 per cent Rs. 46.74 Crore Loan (2000-01).	233,700,000.00
24	13 per cent Rs. 22.73 Crore Loan (1997-98).	79,555,000.00	36	13 per cent Rs. 12 Crore Loan (2000-01).	60,000,000.00
25	13 per cent Rs. 20.47 Crore Loan (1997-98).	71,645,000.00	37	13 per cent Rs. 80.36 Crore Loan (2001-02).	441,980,000.00
26	13 per cent Rs. 6.80 Crore Loan (1997-98).	23,800,000.00	38	13 per cent Rs. 24.88 Crore Loan (2002-03).	149,280,000.00
27	13 per cent Rs. 29.62 Crore Loan (1998-99).	118,480,000.00	Total : Loan raised from State Govt.		2,266,119,800.00
28	13 per cent Rs. 7.83 Crore Loan (1998-99).	31,320,000.00	• Loan raised from M.M.R.D.A.		
29	13 per cent Rs. 1.9796 Crore Loan (1998-99).	7,918,000.00	39	8 per cent Loan for III Mumbai Project	479,653,425.82
30	13 per cent Rs. 27.4928 Crore Loan (1998-99).	109,971,200.00	40	8 per cent Loan for III-A Water Supply Project.	1,732,052,025.00
31	13 per cent Rs. 20.00 Crore Loan (1998-99).	80,000,000.00	41	3% and 6% Loan for Mega City Plan X III.	21,557,796.00
32	13 per cent Rs. 7.45 Crore Loan (1998-99).	29,800,000.00	42	3% and 6% Loan for Mega City Plan X III.	20,793,182.00
33	13 per cent Rs. 20.57 Crore Loan (1998-99).	92,565,000.00	Total : Loan raised from M.M.R.D.A.		2,254,056,428.82
			Grand Total : Loan for Water Supply & Sewerage Projects (Budget 'G')		4,858,921,328.82

SUMMARY

Statement of budgetwise outstanding balances of Loans due by the Corporation as on 31st March 2016

	Rs.	P.
1 Budget 'A'	409,544,504.00	
2 Budget 'C' (Brihanmumbai Electric Supply & Transport Undertaking)	20,042,862,463.00	
3 Budget 'G' (Water Supply & Sewerage Department).....	4,858,921,328.82	
Grand Total ..	25,311,328,295.82	

DR. SANJAY MUKHARJEE,

Additional Municipal Commissioner (Project),
Municipal Corporation of Greater Mumbai.

Mumbai, dated 14th April 2016.

Serial No. 21

JRE ASIA CAPITAL ADVISORY SERVICES (INDIA) PRIVATE LIMITED

(Under Liquidation)

**Notice Convening Final Meeting
MEMBERS' VOLUNTARY WINDING-UP**

FORM-155

[See Rule 329]

Notice is hereby given that the pursuance of Section 497 of the Companies Act, 1956 (including any statutory modification, amendment or supersession thereof) and applicable and notified provisions of the Companies Act, 2013, a Final Meeting of the Members of JRE Asia Capital Advisory Services (India) Private Limited will be held on Wednesday, 15th June 2016 at 10th Floor, One Raffles Quay, North Tower, 1 Raffles Quay, Singapore 048583 at 10 a.m. for the purpose of having Accounts laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed off and of hearing any explanation that may be given by the Liquidator and also of determining by a Special Resolution of the Company, the manner in which the books, accounts and documents of the Company and of the Liquidator shall be disposed off.

For JRE Asia Capital Advisory Services (India) Private Limited.

ALAN CHRISTOPHER MITCHELL,
Liquidator.

Date : 15th April 2016.

Address of Registered Office :
103, Piramal Tower, Peninsula Corporate Park,
G. K. Marg, Lower Parel.
Mumbai 400 013.

Serial No. 22

Advertisement with Authorized Signature

Notice is hereby given that the certificate for 147 Equity Shares No. 10388 of ABBOTT INDIA LTD. Standing in the names of Nanda Rani Debi and Aroti Ghosh has been lost/mislaid and the under signed has applied to the company to issue duplicate certificate for the said shares. Any person who has a claim in respect of the said shares should lodge such claim with the company at its registered office 3-4, Corporate Park, Sion Trombay Road, Chembur, Mumbai 400 071 within one month from this date else the company will proceed to issue duplicate Certificate.

Name of Share Holder
AROTI GHOSH.

Serial No. 23**THE TATA POWER COMPANY LIMITED**

Registered Office : Bombay House, 24, Homi Mody Street, Mumbai 400 001

Notice

Notice is hereby given that the certificate for the under mentioned Securities of the Company have been lost/mislaid and the holder (s) of the said securities/applicant(s) has/have applied to the Company to issue duplicate certificate.

Any person who has a claim in respect of the said securities should lodge such claim with the company at its Registered office within 15 days from this date, else the Company will proceed to issue duplicate certificates without further intimation.

Name of the Holders (1)	Kind of Securities and Face Value (2)	No. of Securities (3)	Distinctive Nos. (4)
Gopal Jayawant Parab (Decd) and Chandrahas Jayawant Parab	Equity Shares of Re. 1 each	8000	58046251-58054250

Mumbai,
Date : 19th April 2016.

CHANDRAHAS JAYAWANT PARAB.

Serial No. 24**SKF INDIA LIMITED**

Registered Office : Mahatma Gandhi Memorial Bldg., N. S. Road, Mumbai 400 002

Notice

Notice is hereby given that the certificate for the under mentioned Securities of the Company have been lost/misplaced and the holder(s) of the said securities/applicant(s) has/have applied to the Company to issue duplicate certificate.

Any person who has a claim in respect of the said securities should lodge such claim with the company at its Registered office within 15 days from this date, else the Company will proceed to issue duplicate certificate without further intimation.

Name of the Holder (1)	Kind of Securities and Face Value (2)	No. of Securities (3)	Distinctive Nos. (4)
Surendra Jeshinglal Mehta (Decd).	Equity Shares of Rs. 100 each.	8	Old Shares

Mumbai,
Date : 21st April 2016.

SMITA AJIT MEHTA.